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AN AGREEMENT

between

THE CITY OF BRECKSVILLE

and

THE OHIO PATROLMEN'S
BENEVOLENT ASSOCIATION

(SERGEANTS)

EFFECTIVE: January 1, 2013

EXPIRES: December 31, 2015

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PREAMBLE

ARTICLE 1

Section 1. This Agreement is hereby entered into by and between the City of Brecksville, hereinafter referred to as "the Employer", and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as "the OPBA".

PURPOSE AND INTENT

ARTICLE 2

Section 1. The purpose and intent for the making of this Agreement are:

(1) Promotion of cooperation and harmonious relations between the Employer and the OPBA;

(2) To promote individual efficiency and timely and effective service and police protection to the residents of the City of Brecksville;

(3) To avoid interruption or interference with the efficient operation of the Employer's business; and

(4) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

RECOGNITION

ARTICLE 3

Section 1. The Employer hereby recognizes the OPBA as exclusive bargaining agent with respect to wages, hours of work, and all other terms and conditions of employment, as provided by the Collective Bargaining Act, for all full-time sergeants, on the Brecksville Police Department, and excluding all patrol officers, captains, lieutenants, dispatchers, part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue as provided by law.

Section 2. The Employer will furnish the bargaining unit of the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. The Employer will notify the OPBA of any additions and/or deletions to this list as the same may occur.

DUES DEDUCTION

ARTICLE 4

Section 1. During the term of this Agreement, the Employer shall deduct the regular monthly OPBA dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

Section 2. The dues so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. The Employer shall deduct dues twice each calendar month. If an employee has no pay due on that particular pay date such amounts shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

Section 5. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

FAIR SHARE FEE

ARTICLE 5

Section 1. All members of the bargaining unit, as identified in Article 3 of this Agreement, shall either (1) maintain their membership in the OPBA, (2) become members of the OPBA, or (3) pay a service fee to the OPBA in an amount not to exceed the annual dues for membership in the OPBA, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09.

Section 2. In the event that a fair share fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted as specified in Article 4 of this Agreement, entitled "Dues Deduction".

MANAGEMENT RIGHTS

ARTICLE 6

Section 1. Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

(1) hire, discharge, transfer, suspend and discipline employees;

(2) determine the number of persons required to be employed or laid off;
(3) determine the qualifications of employees covered by this Agreement consistent with Civil Service Rules and regulations;
(4) determine the starting and quitting time and number of hours to be worked by its employees;
(5) make any and all rules and regulations;
(6) determine the work assignments of its employees;
(7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
(8) determine the type of equipment used and the sequence of work processes;
(9) determine the making of technological alterations by revising either process or equipment, or both;
(10) determine work standards and the quality of work to be produced;
(11) select and locate buildings and other facilities;
(12) establish, expand, transfer and/or consolidate work processes and facilities;
(13) transfer or subcontract work;
(14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work;
(15) terminate or eliminate all or any part of its work or facilities.

Section 2. In addition, the OPBA agrees that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

EMPLOYEE RIGHTS

ARTICLE 7

Section 1. An employee who is the subject of a criminal investigation shall be informed of his *Miranda* rights prior to any questioning.

Section 2. An employee may request an opportunity to review and copy his personnel file upon written request to the Safety Director and to take such action as is authorized by the Ohio Revised Code concerning same. All items in an employee's file with regard to complaints and investigations, including litigation, will be clearly marked with respect to a final disposition thereof. A copy of all written disciplinary action shall be provided to the affected employee contemporaneously with it being placed in the employee's personnel file, except where same relates to an ongoing criminal investigation or action.

Section 3. In the course of an internal affairs investigation, a lie detection system or device will be administered only with the consent of the employee under investigation.

Section 4. Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 5. Questioning or interviewing of an employee in the course of an internal investigation will be conducted at reasonable hours unless operational necessities require otherwise.

Section 6. Records of disciplinary action that are more than seven (7) years old shall, upon request of the employee, be removed from his or her personnel file and be expunged. No records of disciplinary action which are more than two (2) years old shall be used by the Employer for the purposes of progressive disciplinary action.

NO STRIKE

ARTICLE 8

Section 1. The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the OPBA to avoid work stoppages and strikes. The OPBA acknowledges that under Chapter 4117 of the Ohio Revised Code the safety forces are forbidden to engage in work stoppages or strikes.

Section 2. Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement.

Section 3. The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner, recognizing that the Employer is engaged in activities that are the basis of the health and welfare of its citizens. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and obtain immediate injunctive relief.

Section 4. The Employer shall not lock out any employees for the duration of this Agreement.

ASSOCIATION REPRESENTATION

ARTICLE 9

Section 1. The parties recognize that it may be necessary for an employee representative of the

OPBA to leave a normal work assignment while acting in the capacity of representative. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the officer in charge of the shift. An employee, while off duty, who is specifically required by the Employer to attend a meeting, shall be compensated for all time spent in such meeting.

GRIEVANCE PROCEDURE

ARTICLE 10

Section 1. Every employee shall have the right to present a grievance in accordance with the Procedures provided herein, free from interference, restraint, coercion, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. For the purposes of this procedure, the below listed items are defined as follows:

a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement.

b) Grievant - the "grievant" shall be defined as any aggrieved employee or an aggrieved group of employees within the bargaining unit actually filing a grievance.

c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.

d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure.

a) Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The preparation of grievances shall be conducted during non-working hours.

b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and his representative, if requested by the grievant.

c) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the OPBA. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or other Employees in future proceedings.

d) The grievant may have a Union representative represent him at any step of the Grievance Procedure after Step 1.

e) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed conclusively to have been settled on the basis of the Employer's last answer. If the Employer fails to reply within the specified time limit, the grievance shall automatically be assumed denied and the grievant may avail himself of the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual agreement.

f) This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

g) All pre-arbitration grievance settlements reached by the OPBA and the Employer shall be final, conclusive and binding on the Employer, the OPBA and the employee. A grievance may be withdrawn, with prejudice as to that grievance only, by the OPBA or grievant at any time during Steps 1, 2 or 3 of the Grievance Procedure.

Section 4. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1: An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief or his designee shall convene a hearing within seven (7) days of his receipt of the written grievance. The hearing will be held with the grievant and his representative, if any. The Chief shall give his answer within five (5) days of the meeting.

Step 3: If the grievant is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Safety Director or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his OPBA representative, and any other person solicited by any party for the purpose of providing information relevant to the resolution of the grievance. The Safety Director or his designee shall issue a written decision to the employee and his OPBA representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARBITRATION PROCEDURE

ARTICLE 11

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration by providing the Employer with written notice of his intention to submit the unresolved grievance to arbitration. Within ten (10) days of the giving of such written notice, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly select an arbitrator from the panel of arbitrators herein contained and will choose one by the alternative strike method, with the Union striking first.

Section 2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 4. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 5. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and, if requested to appear by the City, shall be compensated at his regular hourly rate for all hours during which his attendance is required.

Section 6. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 7. The panel of arbitrators to be used pursuant to Section 1, above, shall be: 1) Robert Stein; 2) Nels Nelson; and, 3) Dennis Byrne.

DISCIPLINE

ARTICLE 12

Section 1. Disciplinary action taken against a non-probationary employee by the Employer, shall only be for just cause and shall be applied in a non-discriminatory manner.

Section 2. A non-probationary employee who loses time or pay, is suspended, demoted, or discharged shall be given written notice regarding the reason(s) for the disciplinary action. In the case of suspension or discharge, the employee shall be informed of the right to confer with a representative of the OPBA.

Section 3. All disciplinary action taken by the Employer, except for verbal and written reprimands, shall be subject to the Grievance and Arbitration Procedures as outlined in this Agreement beginning at Step 2 of the Grievance Procedure.

Section 4. Notwithstanding any other provisions of this Agreement, all matters relating to disciplinary actions taken by the Employer against a non-probationary employee, excluding verbal and written reprimands, shall be subject solely to the Grievance and Arbitration Procedures, as they may be applicable, and such actions shall not be appealable to any civil service commission.

NON-DISCRIMINATION

ARTICLE 13

Section 1. The Employer and the OPBA agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, disability or sex.

Section 2. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

GENDER AND PLURAL

ARTICLE 14

Section 1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

OBLIGATION TO NEGOTIATE

ARTICLE 15

Section 1. The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement.

CONFORMITY TO LAW

ARTICLE 16

Section 1. This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the

validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

HOURS OF WORK

ARTICLE 17

Section 1. For the purpose of this Agreement a work day shall consist of eight (8) regularly scheduled consecutive hours during a twenty-four (24) hour period of time with the exception of shift changeover days.

Section 2. At the complete and sole discretion of the Employer, and in the exercise of the Employer's management rights, twelve (12) hour shifts may be instituted as authorized by the Safety Director. In order to maintain the work period of eighty (80) hours in a two (2) week period, the work period shall be comprised of six (6), twelve (12) hour shifts, and one (1), eight (8) hour shift. Scheduling of shifts and personnel shall be at the discretion of the Police Chief. The Safety Director shall have the complete and sole discretion to return to eight (8) hour shifts. Prior to the reversion to eight (8) hour shifts, the Safety Director shall meet with the representatives of the employees to explain the reason or reasons for the return to eight (8) hour shifts.

Section 3. The regular working pay period for all employees will be eighty (80) hours in a two (2) week period. It is understood that the scheduling of employees within the two (2) week period is a management right.

Section 4. The schedule of each employee's scheduled work days shall be posted and maintained at least four (4) weeks in advance. It is recognized that absences or unexpected coverage adjustments may require changes in said schedule.

Section 5. Employee(s) may with the approval of the Police Chief or his designee switch with another employee their respective shift working days as long as the switch is completed within the working pay period, and neither employee uses this benefit to earn overtime. Employee(s) will request such change in advance.

Section 6. An off duty employee who is requested or required to report immediately to work shall be paid from such time of reporting.

OVERTIME PAY

ARTICLE 18

Section 1. For employees, whose work is scheduled over a two (2) week period, overtime shall be paid for all hours worked in excess of eighty (80) hours. Hours worked include vacation leave, holiday leave, compensatory time off and bereavement leave, but does not include sick leave or personal

leave. Holidays not worked, or a day taken in compensation for such holiday shall be included in computing the overtime in excess of eighty (80) hours. Employees shall receive overtime pay at a rate equivalent to one and one-half (1½) times their regular hourly rate for all overtime worked. The regular hourly rate used in this computation is to include longevity paid to each employee.

Section 2. Any employee who is required to work overtime shall be paid for hours worked.

Section 3. Prior to any part-time employee (part-time jailer, part-time special officer, and other part-time employee of the Police Department whose primary recognized duty is that of a Patrolman) earning over-time by working in excess of eighty (80) hours in any bi-weekly pay period, full-time employees shall have the option of said available hours of work as follows: The employees of the shift that is off will be contacted first by seniority (This is applicable to a four (4) platoon schedule). Next all employees scheduled off on the day of the fill will be asked by seniority. If no one scheduled off is available or desires the overtime, then the employees of the shift that is working will be asked in order of seniority. If a fill is still needed then the employees of the on-coming shift will be asked by seniority followed by any remaining full-time employee in order of seniority. Only after all employees have declined such opportunity for the available work shall part-time employees of the Employer perform such over-time work.

Section 4. In the event the Employer or its designee determines the need to utilize a full-time employee for an overtime opportunity involving shift vacancies or fills, or other work assignments required by the Employer, it shall offer the overtime opportunity to the full-time employees scheduled off on the day of the overtime opportunity by seniority. If no full-time employee scheduled off on the day of the overtime opportunity is available or desires to work the overtime opportunity, then all other full-time employees will be offered the overtime opportunity on the basis of departmental seniority. An employee may waive, in writing, his right to be called under certain circumstances, such as during his days off, certain shifts, etc. This waiver shall remain in effect until revoked or modified by the employee in writing. In the event twelve (12) hour shifts are instituted and a full-time employee is needed for an overtime opportunity involving shift vacancies or fills, the overtime opportunity shall be offered by seniority to the full-time employees working the same shift that are scheduled off. If no one is available or declines the overtime opportunity, the Employer shall staff the overtime opportunity at its discretion. If a shift fill or vacancy requiring overtime to be filled by a full time employee occurs on a Saturday or Sunday, any employee permanently scheduled off on these days shall be included on the seniority list for both shifts. Day shift is defined as 6:00 a.m. to 6:00 p.m. and night shift is defined as 6:00 p.m. to 6:00 a.m.

Section 5. At the employee's option, compensatory time off may be accumulated in lieu of paid overtime. Compensatory time off shall be accrued at the rate of one and one-half (1½) hours for each hour of overtime worked and the maximum amount of accumulated compensatory time off shall not exceed eighty (80) hours at any time. Accumulated but unused compensatory time off will be paid to the employee at the time of separation from the City and shall be paid to the employee at the employee's current rate of pay. All or a portion of an employee's accumulated compensatory time off may be paid to an employee in an emergency situation upon application to and approval by the Director of Public Safety.

Section 6. Compensatory time off will be with approval of the Chief in increments of not less than one (1) hour subject to Section 7.

Section 7. Compensatory time accumulation and use will be consistent with regulations contained in the Fair Labor Standards Act, except that use may be denied if use would cause shift staffing to drop below three (3), (including in such count, Captains, Lieutenants, Sergeants and Patrolmen).

SENIORITY

ARTICLE 19

Section 1. Seniority shall be defined as the length of continuous service within the rank of Sergeant with the Brecksville Police Department and such seniority shall begin with the date of appointment as a Sergeant. In the event that more than one (1) employee has the same appointment date, seniority shall be determined by order of appointment, the employee appointed first being the senior employee.

Section 2. Seniority shall prevail where specified in this Agreement.

Section 3. A break in continuous service as referred to in Section 1 of this Article shall be defined as a failure to report to work as directed from layoffs or Leave of Absence in excess of thirty (30) days. Other leaves contained in this Agreement shall not break continuous service.

Section 4. An employee reduced or demoted to the patrol division for any reason shall receive credit toward seniority for length of service within the rank of Sergeant in addition to the employee's previous length of service in the patrol division.

HOLIDAYS

ARTICLE 20

Section 1. All full-time employees shall annually receive eighty (80) hours of holiday pay comprised of the following holidays recognized by the employer:

Memorial Day	Labor Day
Veterans' Day	President's Day
Thanksgiving	Good Friday
Christmas Day	Easter Sunday
New Year's Day	One Floating Holiday (Not counted in Holiday Leave-
Independence Day	may be eight (8) or twelve (12) hours)

Section 2. Any employee who is required to work on any holiday shall be entitled to overtime compensation for hours worked on said holiday and one (1) additional eight (8) or twelve (12) hour day off with pay for each holiday worked. This additional day off will be added to the employee's leave in the next calendar year.

Section 3. When the employer fills or increases the scheduled work force on a holiday, employees not scheduled, by order of seniority shall have preference to fill prior to part-time fills.

Section 4. The floating holiday and the holiday leave as provided in Section 2 hereof shall be taken at the convenience of the employee and subject to the approval of the employee's supervisor.

VACATIONS

ARTICLE 21

Section 1. Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

Length of Service	Hours
After one (1) year	Eighty (80)
After five (5) years	One hundred twenty (120)
After ten (10) years	One hundred sixty (160)
After fifteen (15) years	Two hundred (200)
After twenty (20) years	Two hundred forty (240)

Section 2. The anniversary date of hire for each employee shall be the basis for computing vacation time. All vacation time earned shall be used prior to such employee's next following anniversary date, and such vacation time shall not be cumulative nor shall compensation be paid in lieu thereof.

Section 3. Seniority will have preference as to the choice of vacation dates. Each employee will have three (3) priority choices of the use of vacation hours provided they are requested on the departmental vacation bid sheet prior to January 31st of each year. Thereafter the remaining vacation time, if any, will be granted on a "first come, first served" basis.

Section 4. An employee with prior public service shall be allowed to have said service credited toward the calculation of his service time for the purpose of computing vacation leave entitlement in accordance with Section 9.44 of the Ohio Revised Code. This Section shall only be applicable to full-time employees who began service with the Employer prior to January 1, 1987.

Section 5. All vacation days must be scheduled and approved by the Chief or his designee in advance.

Section 6. In the event that platoon size is increased to more than six (6), two (2) individuals shall be permitted to be on vacation at the same time in accordance with the provisions contained in this Article, provided that the shift affected by this provision is staffed by at least two (2) full time officers. Otherwise, requests for two (2) individuals to be off at the same time shall be submitted to the Chief of Police. The Chief of Police, in his sole discretion, may allow two (2) individuals to be off on vacation at the same time based on the operational needs of the Police Department.

Section 7. All unused holiday leave that is required to be taken by December 31st of each year shall be scheduled no later than November 30th of that year. All such leave must be taken prior to the end of the calendar year, and such leave shall not be cumulative nor shall compensation be paid in lieu thereof.

SICK LEAVE

ARTICLE 22

Section 1. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to contagious disease communicable to other employees; or 3) illness or injury to the employee's spouse or children.

Section 2. All employees shall earn sick leave in the amount equal to one hundred twenty (120) hours per year and such time shall be accrued during the year in an amount to be determined by dividing the one hundred twenty (120) hours by the number of bi-weekly pay periods in the calendar year. Not more than one-fifth (1/5) of the sick leave accrued but unused during the current year may be used for personal leave with the approval of the Chief.

Section 3. Sick leave shall be cumulative up to nine hundred sixty (960) hours of leave unless more is approved by the Chief.

Section 4. Notwithstanding the limitation of Section 3 each employee who has accumulated sick leave to the maximum of nine hundred sixty (960) hours as provided therein, said employee shall continue to earn sick leave at the rate provided by Section 2 in excess of nine hundred sixty (960) hours and such excess shall be paid to the employee, in cash, in the month of January following the close of the calendar year in which the sick leave was accrued, provided however that such employee must have completed at least two (2) years of continuous service in the employ of the Employer.

Section 5. An employee, or his heirs at law in the event of death, at the time of said employee's retirement from active service, or death while in active service with the City of Brecksville, shall be paid in cash one-third (1/3) of the value of his accrued but unused sick leave credit to a limit of nine hundred sixty (960) hours pay. Such payment shall be based on the employee's rate of pay at the time of retirement and/or death and shall be made only once to any employee.

Section 6. In order to qualify for paid sick leave, an employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefor at least two (2) hours before the start of the work shift, unless hospitalized.

Section 7. An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

Section 8. Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness or injury as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief and paid for by the Employer. In any event, an employee absent for three (3) consecutive scheduled work days may be required by the Chief to supply a physician's certificate to be eligible for paid sick leave.

Section 9. If the employee fails to submit accurate proof of illness or injury, or in the event such proof as is submitted or upon the report of medical examination, the Chief finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave shall be considered an unauthorized leave and shall be without pay.

Section 10. Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline, including dismissal, as may be determined by the Chief.

Section 11. Any employee of the Employer who leaves the service of the Employer shall at his option be allowed to transfer his accumulated sick leave to his new public employer.

Section 12. Employees will be annually allowed the use of twenty-four (24) hours personal leave to be credited against an employee's accrued but unused sick time, even if the accrued but unused sick time was earned in prior calendar years.

Section 13. When an employee is diagnosed by a bona fide physician as contracting Acquired Immune Deficiency Syndrome as a possible result of his employment with the Employer, the Employer, at the sole and complete discretion of City Council, shall compensate the employee the difference between his aggregate disability or other form of benefit compensation and the base salary the employee would have earned until the employee reaches twenty-five (25) years of service or the employee's date of death whichever event occurs first. Prior to making its decision as to whether an affected employee shall receive compensation under this Section, Council shall hold a hearing and review appropriate evidence as to the employee's qualification for benefits under this provision.

EXPENSE ALLOWANCE

ARTICLE 23

Section 1. Any full-time employee who is required to use a personal vehicle in the performance of such employee's Municipal duties, other than transportation to and from his place of work, shall be

reimbursed therefor at the rate as specified by City Ordinance upon submission to the Finance Director of a record indicating the date, time and purpose of such use and the number of miles driven. Any employee who, with the prior approval of the Chief, is required to be beyond the limits of this Municipality in the performance of his municipal duties, or to receive training therefor, shall be reimbursed for the cost of his overnight accommodation and necessary meals consistent with reasonable rates prevailing, as approved by the Chief and the Safety Director in advance.

BEREAVEMENT LEAVE

ARTICLE 24

Section 1. All employees shall be entitled to twenty-four (24) hours paid leave for the death of the employee's spouse, child, step child, mother, father, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, brother-in-law and sister-in-law. Said bereavement leave shall not be deducted from the employee's accumulated sick leave. In the event twelve (12) hour shifts are instituted, an employee may have three (3) calendar days off, however an employee must utilize any accumulated but unused vacation time, sick leave, compensatory time off, or holiday leave in the event the three (3) calendar days of bereavement leave exceeds twenty-four (24) hours of time the employee would have been scheduled to work.

Section 2. All employees shall be entitled to sixteen (16) additional hours of bereavement leave if the funeral or funeral arrangement of one of the above mentioned individuals is three hundred-fifty (350) miles or more from the City of Brecksville and the employee attends such services.

DISABILITY LEAVE

ARTICLE 25

Section 1. When an employee is injured, but not permanently disabled, in the line of duty through no negligence of his own, while actually working for the Employer, he shall be eligible for a paid leave, commencing with the forty-first (41st) hour he is off from work due to said injury, upon the authorization of City Council. Council shall act upon the recommendation of the Chief and the Safety Director. The employee shall be eligible for compensation under this Article provided he files for Workers' Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article. The employee may utilize any accumulated but unused sick leave for the first forty hours of absence due to injury as described herein. Police personnel injured in the line of duty, due to the unique dangers inherent in their work, may be eligible for immediate disability leave.

Section 2. The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any

benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not.

JURY DUTY LEAVE

ARTICLE 26.

Section 1. Any employee who is called for jury duty, either Federal, County or Municipal, shall suffer no loss in regular compensation. Any compensation received from such court for jury service shall be surrendered to the Employer.

COURT TIME

ARTICLE 27

Section 1. All court duty, not in conjunction with regularly scheduled duty, in response to a subpoena or similar writ commanding appearance in criminal, quasi-criminal, or civil case arising out of any incident while on duty as an employee of the Brecksville Police Department shall be paid for all hours worked, with a minimum of three (3) hours pay or four (4) hours pay when the employee works the third shift (currently 10:00 p.m. to 6:00 a.m.) and the employee's court duty occurs within eight (8) hours of the end of the third shift or when the employee works a scheduled afternoon twelve (12) hour shift (currently 6:00 p.m. to 6:00 a.m.) and the employee's court duty occurs within eight (8) hours of the end of the afternoon twelve (12) hour shift; subject to time and one-half compensation if qualifying as overtime as defined in Article 18 on Overtime. In the event an employee engages in court duty, his "hours worked" for that particular pay period shall include any sick leave taken during such pay period for the purposes of overtime entitlement, notwithstanding the provisions contained in Article 18 of this Agreement.

MILITARY LEAVE

ARTICLE 28

Section 1. The Employer shall provide for payment of salaries and wages to employees attending National Guard or Reserve encampments, serving an emergency duty with National Guard or Reserve units, not to exceed two (2) weeks. Payment will be an amount equal to the difference between payment received for above service and the employee's regular wages from the Municipality during the period of such service. With the exception of Reserve units recalled to active duty, the period of such service shall not be deducted from earned vacation or personal leave time. Employees recalled to extended active duty with Reserve units shall be paid for any unused vacation time due them at the end of the year in which they were recalled to active duty. They may return to employment after service with full seniority rights.

LEAVES OF ABSENCE

ARTICLE 29

Section 1. An employee with two (2) years seniority may be granted a leave of absence, in the sole discretion of the Employer, for a period not to exceed six (6) months upon written application to the Mayor. Such leave without pay must be approved by the Chief and the Mayor.

Section 2. No compensation or any fringe benefits shall be paid to or on behalf of such employee granted such leave except that medical insurance coverage for employees on authorized unpaid leave of absence may be continued upon payment of the monthly premium by the employee to the Finance Director on the first day each month in advance.

Section 3. The employee granted a leave of absence hereunder shall notify the Mayor, at least thirty (30) days prior to the expiration of such leave, of his intention to return to service with the Employer.

COMPENSATION

ARTICLE 30

Section 1. Effective December 30, 2012, the annual salary paid for full-time sergeants shall be twelve (12%) percent greater than the base pay of a Patrolman Grade I, to wit: $79,037.00/year.

LONGEVITY

ARTICLE 31

Section 1. Each employee shall be entitled to longevity pay as hereinafter provided. Each employee shall become eligible for longevity pay upon completion of at least twenty-four (24) months continuous service on January 1 of any year. Upon establishing eligibility, each Employee shall receive, in addition to all other compensation, a longevity payment with each installment of regular pay, paid after January 1 of each year. Effective January 1, 2009, the longevity payment shall be based on an annual rate of one hundred fifty dollars ($150.00) for each twelve (12) months of continuous service completed on January 1 of each year. Effective January 1, 2009, Employees who have in excess of twenty-four (24) months of continuous service at the time they become eligible for longevity payments shall receive, during the first year of said payments, longevity payments based on an annual rate of twelve dollars and fifty cents ($12.50) for each full month of continuous service completed at the time eligibility is established. On each January 1st thereafter, said Employees shall be entitled to an annual increase in longevity payments at the one hundred and fifty dollar ($150.00) annual rate provided herein. The maximum number of years of service credited to longevity shall be limited to thirty (30) years of service.

Section 2. Employees whose service is terminated during the year shall not receive any longevity payments beyond those included with their regular pay for services performed prior to the termination of employment.

Section 3. The longevity pay shall be included in every pay period and designated as to the amount on the check stub.

MISCELLANEOUS

ARTICLE 32

Section 1. Upon retirement an employee shall receive exclusive title to his badge issued to such employee prior to retirement.

Section 2. The Employer will make available to employees who may wish any vaccination for disease or infection that is offered to members of the Employer's Fire Department. The Employer will assume full cost of said vaccinations.

Section 3. The Union will be allowed one securable bulletin board for posting of union business. Said bulletin board to be located in the Police Department.

Section 4. The Employer agrees to provide each employee with a copy of the Civil Service Commission's Rules and Regulations. In the event any amendments are made thereto, the Employer agrees to provide each employee with a copy of said amendment within two (2) weeks of its effective date.

Section 5. Seniority and efficiency credits are to be utilized by the Civil Service Commission in a promotional examination affecting members of this bargaining unit, and the Employer agrees to post the employees' credits at the time notice of an examination is given.

Section 6. In the event a promotional examination is being conducted by the Civil Service Commission for any position in the Police Department higher than the rank of Sergeant, no Sergeant shall be eligible to take such examination unless he or she has completed at least thirty-six (36) months of continuous service as a full-time Sergeant prior to the date the test is to be given.

Section 7. The Employer agrees that the Policy and Procedure Manual and the Rules and Regulations Manual shall be reduced to writing and provided to all bargaining unit members, the receipt of which shall be acknowledged in writing, in advance of their enforcement. All new work rules shall be posted at least forty-eight (48) hours prior to being enforced, except in an emergency. Where a new work rule conflicts with a previously existing work rule, it shall be presumed that the new work rule governs and the conflicting provisions of the old work rule are of no force and effect.

Section 8. An employee who has been assigned a Police Department canine shall receive one (1) hour of overtime pay for each of his regular days off for the care and maintenance of such canine notwithstanding the requirements contained in Article 18, Section 1 of this Agreement.

CLOTHING ALLOWANCE AND MAINTENANCE

ARTICLE 33

Section 1. Upon appointment as a regular full-time employee of the department, the appointee shall be provided with clothing and equipment as may be listed on an "Authorized Clothing and Equipment List" prepared by the Chief and approved by the Mayor and Council.

Section 2. Uniform items damaged or destroyed in the line of duty, shall be replaced by the Employer upon the approval of the Chief.

Section 3. Effective January 1, 2008, each employee shall be paid, annually, a uniform allowance in the amount of one thousand two hundred dollars ($1,200.00). Such payment shall be by separate check prior to January 31st of each year.

LIFE INSURANCE

ARTICLE 34

Section 1. The Employer shall provide group life insurance for each employee in the amount of fifty thousand dollars ($50,000.00) per employee.

HOSPITALIZATION INSURANCE

ARTICLE 35

Section 1. Effective upon execution of this Agreement, the Employer shall provide the individual and family health care coverages and benefits per the terms herein and as identified as health care plan options Red, White and Blue in Exhibit A. The employee may select at their discretion the Red plan, White plan or Blue plan during the open enrollment period for the following year or upon a qualifying event.

The employee who selects the Red plan shall assume the costs at the applicable enrollment tier coverage rate listed in Exhibit A. Employees selecting the White plan will not be required to contribute to the cost of said plan. Employees selecting the Blue plan (HSA) will receive an annual employer contribution to their HSA account at the contribution schedule listed on Exhibit A. Employer funding will be deposited into HSA accounts as follows: the first half in January 2013 and the second half in July 2013. Employee contribution shall begin in accordance with the first billing of Medical Mutual of 2013 and in accordance with the annual payroll schedule.

Section 2. The hospitalization policy set forth in Section 1 of this Article may be retained by an employee after his retirement, or to his spouse in event of death, with the employee paying in advance the entire monthly premium to the Employer. In the case of Self-Insurance, the employee shall pay the premium as determined by the Employer.

Section 3. The Employer will provide a Preventative Dentistry Plan, and assume the entire cost for each employee's single or family coverage, whichever is applicable. The level of said dental plan benefits that are to be maintained shall be the same as those in effect prior to this Agreement. Said plan currently offered is with Delta Dental and contains a minimum eighty-five percent (85%) coverage of UCR dental charges with fifty dollar ($50.00) deductible, one thousand dollar ($1,000.00) limit per covered employee, spouse and dependents individually with the exception of Type III procedures, as indicated within the Employee's Benefit Plan booklet, which provides for fifty percent (50%) coverage as indicated.

Section 4. Coverage of Employees in any plan in this Article shall commence at the earliest time allowed by the carrier or health maintenance organization contracted with the Employer.

Section 5. The Employer reserves the right to change insurers in any and all matters of insurance covered by this Agreement. The benefits and coverages provided by this article shall not change for the duration of the agreement.

DEADLY FORCE

ARTICLE 36

Section 1. Whenever an employee participates in administering Deadly Force, as defined by O.R.C. 2901.01 the following provisions shall apply:

A. The employee shall receive fifty-six (56) paid working hours off. An extension of paid time shall be granted by the Safety Director if he deems necessary.

B. The employee shall continue to receive all benefits from the City.

C. The time off granted to the employee shall not be deducted from any benefit of this Agreement.

RETENTION OF BENEFITS

ARTICLE 37

Section 1. All of the Employer's ordinances and resolutions shall remain in full force and effect during the life of this Agreement, except to the extent that such ordinances or resolutions conflict with the terms of this Agreement, in which case the terms of this Agreement shall be deemed as superseding such ordinances or resolutions.

PROBATIONARY PERIOD

ARTICLE 38

Section 1. Employees shall be on probation for a period of twelve (12) months following their date of promotion. Their appointment shall not be considered final until they have successfully completed their probationary period. They may be demoted at any time with or without cause to the position of Civil Service patrolman during said probationary period without any right to appeal to the Grievance or Arbitration Procedures of this Agreement. Probationary employees shall not be able to appeal any demotion action to any Civil Service Commission.

SAVINGS CLAUSE

ARTICLE 39

Section 1. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

PENSION PICK-UP PLAN

ARTICLE 40

Section 1. The City has initiated a pension "pick-up" plan whereby the employee's gross salary shall be reduced by the full amount of the contribution of the Police and Fire Disability and Pension Fund amount normally paid by said employee. The employee's contributions which are "picked-up" by the City shall be treated in the same manner as contributions made by employees prior to the commencement of the "pick-up" plan and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund calculations, and for the purposes of the parties in fixing salaries and compensation of employees as set forth in this Agreement.

HEALTH CARE COST MANAGEMENT COMMITTEE

ARTICLE 41

Section 1. It is agreed that the management and containment of health care costs and health care insurance premiums must be a concern and a responsibility of both the City and the members of the bargaining unit.

Section 2. The Union shall designate a Health Care Cost Management Committee consisting of up to three (3) members of the bargaining unit, to meet with certain designated City officials and discuss matters relating to the management and containment of health care costs and health care insurance premiums. The Committee shall seek ways to reduce, limit or otherwise contain the costs of providing

medical, dental and vision care and prescription medicine to the members of the bargaining unit. In addition, the Committee shall seek ways to reduce, limit or otherwise contain the costs of the premiums for providing medical, dental and vision care and prescription medicine insurance to the members of the bargaining unit.

Section 3. The Committee shall meet periodically, but no less that three (3) time per year. The report and/or recommendations of the Committee shall be provided to the Mayor/Safety Director, Members of City Council and to all members of the bargaining unit.

Section 4. Any recommendations issued by the Committee must be approved by the City and the bargaining unit consistent with the terms and conditions of this Agreement.

LAYOFFS

ARTICLE 42

Section 1. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired or promoted, first laid off).

Section 2. A member of the bargaining unit who is laid off shall be subject to recall from lay off for a period of five (5) years.

Section 3. A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

Section 4. Before any full-time employees may be laid off, all part-time police patrolman, part-time dispatchers and part-time clerks will be laid off first.

HEALTH AND SAFETY COMMITTEE

ARTICLE 43

Section 1. It is agreed that safety must be a concern and a responsibility of both parties. All unsafe equipment and conditions must be reported to the Chief of Police or his designated representative.

Section 2. The Union shall designate a safety committee, consisting of up to three (3) members of the bargaining unit, to discuss matters of safety, health and sanitation. Should a situation arise that requires corrective action, the committee's findings, along with a recommendation shall be forwarded to the Police Chief. The Police Chief's corrective action or response to the Committee's findings shall be made within ten (10) calendar days of the receipt of the committee's findings.

Section 3. Should a dispute exist as to the Police Chief's corrective action or response, the committee may submit their recommendation to the Safety Director for his review. The Safety Director

shall issue a written decision within ten (10) calendar days of receiving the Committee's recommendation, to the safety committee which decision shall be final.

TRAINING/SCHOOLING

ARTICLE 44

Section 1. An employee authorized by the Police Chief to attend any school, lecture, seminar, or specialized training shall be paid for all hours engaged in such training, with a minimum of eight (8) hours paid should such training be shown to include morning and afternoon sessions. In the event the employee was scheduled to work a twelve (12) hour shift during the employee's attendance at any school, lecture, seminar, or specialized training, the employee shall only be paid for the hours engaged in such schooling or training. No travel time shall be paid if the school, lecture, seminar or specialized training is held within Cuyahoga County. If the school, lecture, seminar or specialized training is held outside of Cuyahoga County, travel time shall be paid only where the aggregate training and travel time exceeds eight (8) hours in any one day.

Section 2. All costs associated with such training (fees, tuition, supplies, and room and board) shall be paid for by the Employer. No meals will be paid without an overnight stay.

Section 3. The Employer will furnish a city vehicle for transportation or reimburse the employee for use of his vehicle as pursuant to Article 23 Expense Allowance.

Section 4. Employees attending training at the Ohio Patrol Academy or the Ohio Peace Officers Training Academy may elect off-campus lodging with the cost to be born by said employee.

TOTAL AGREEMENT

ARTICLE 45

Section 1. This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification(s) or discontinuance(s) being subject to any grievance or appeal procedure herein contained.

DURATION OF AGREEMENT

ARTICLE 46

Section 1A. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein and shall become effective January 1, 2013 and shall remain in full force and effective through December 31, 2015 with the exception of Article 30 and Article 35 wherein if either party wishes to make any changes to said article 30 and article 35 for a period subsequent to December 31, 2013, written notice of such a desire

shall be given to the other party prior to October 1, 2013. The parties shall commence negotiations within two (2) weeks of such notice.

Section 1B. This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein and shall become effective January 1, 2013 and shall remain in full force and effective through December 31, 2015 with the exception of Article 30 and Article 35 wherein if either party wishes to make any changes to said article 30 and article 35 for a period subsequent to December 31, 2014, written notice of such a desire shall be given to the other party prior to October 1, 2014. The parties shall commence negotiations within two (2) weeks of such notice.

EXECUTION

ARTICLE 47

Section 1. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed this 15 day of JANUARY, 2013.

FOR THE CITY OF BRECKSVILLE:

MAYOR JERRY N. HRUBY

FOR THE OPBA: